

AGREEMENT

No. 3

between

THE CITY OF VINELAND

a municipal corporation of the State of New Jersey

and

FIREMEN'S MUTUAL BENEVOLENT ASSOCIATION

LOCAL 249

an employee representative

EFFECTIVE JANUARY 1, 1995 through DECEMBER 31, 1997



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AGREEMENT, dated the 18th day of January, 1996,  
by and between: THE CITY OF VINELAND, a municipal corporation of the  
State of New Jersey (hereinafter referred to as the "City"); and the  
FIREMEN'S MUTUAL BENEVOLENT ASSOCIATION, LOCAL 249, Vineland,  
New Jersey (hereinafter referred to as the "Association");

## ARTICLE ONE

### PURPOSE

This Agreement is entered into pursuant to the provisions of Chapter 303,  
Laws of 1968, and as amended (N.J.S.A. 34:13A-5.1, etc.) of the State of New  
Jersey, to promote and ensure harmonious relations, cooperation and  
understanding between the City and the employees; to prescribe the rights and  
duties of the City and the employees; to provide for the resolution of legitimate  
grievances, all in order that the public service shall be expedited and effectuated  
in the best interests of the people of the City of Vineland and its employees and  
the City.

## ARTICLE TWO

### RECOGNITION

It is the intention of the parties that this Agreement be construed in  
harmony with the Rules and Regulations of the Civil Service Commission,  
Chapter 303 of the Laws of 1968, and as amended, the Statutes of the State of

New Jersey, the Ordinances of the City of Vineland, and the Rules and Regulations of the Fire Department, but no Ordinance of the City or Rules and Regulations of the Department shall amend or alter any agreed upon term of this Contract.

The City recognizes the Association as the sole and exclusive representative of those certain employees of the Fire Department of the City of Vineland for the purpose of collective negotiations concerning wages, salaries and other terms and conditions of employment. For the purposes of this Agreement, an employee or employees are those employees in the following titles pursuant to the Certification Docket No. RO-90-166 by the State of New Jersey, Public Employment Relations Commission dated August 22, 1990, as authorized by the New Jersey Employer-Employee Relations Act of 1968, and as amended, as follows:

All paid fire officers employed by the City of Vineland, but excluding all non-supervisory firefighters, managerial executives, confidential employees, police employees, professional employees and craft employees employed by the City of Vineland.

### ARTICLE THREE

#### TOUR OF DUTY AND MANAGEMENT RIGHTS

##### Section 1. Tour of Duty.

For the purpose of the articles of this contract, a tour of duty shall consist of a 24-hour period beginning at 7:30 a.m. and ending at 7:30 a.m. on the following day with 48 hours off between tours. The F.M.B.A. acknowledges that the City has a managerial prerogative to change the work schedule.

##### Section 2. Management Rights.

All of the authority, rights and responsibilities possessed by the City are retained by it.

Subject to the terms of this agreement, it is the right of the City through and by the Director of the Fire Department and/or Fire Chief and any of their designated representatives to determine the standards of service to be offered by its employees; determine the standards of selection of employment; direct its employees, take disciplinary action; relieve its employees from duty because of lack of work or for any other legitimate reason; maintain the efficiency of its operations; determine the amount of overtime to be worked; determine the methods, means and personnel by which its operations are to be conducted; determine the content of work assignments; schedule the hours; take all necessary actions to carry out its mission in emergencies; purchase the service of

others, contract or otherwise; exercise complete control and discretion over its organization and the technology of performing its work; and to make reasonable and binding rules and regulations which shall not be inconsistent with this Agreement and State Law.

The City may suspend, discharge or demote an employee for sufficient and reasonable cause. All discipline is governed by the New Jersey Department of Personnel (Civil Service). Discipline of employees shall be administered by the Department of Personnel as stated and in accordance with N.J.S.A. 40A:14-19.

The terms of this language shall be consistent with the Statute in the event of the Statute's amendment.

### Section 3. 7K Exemption of the Fair Labor Standards Act

As required by law, the City of Vineland adopted provisions of the Fair Labor Standards Act on September 27, 1985. And as such, elected to adopt the 7k exemption provision of the Fair Labor Standards Act, specifically, the 159 hour - 21 day cycle overtime exemption, for all firefighters employed by the City of Vineland.

## ARTICLE FOUR

### MAINTENANCE STANDARDS

Section 1. With respect to matters not covered by this Agreement, the City will not seek to diminish or impair during the term of this Agreement, any



benefit, privilege provided by law, rule or regulation for employees without prior notice to the Association, and when appropriate, without negotiations with the Association, provided however, that this Agreement shall be construed consistent with the free exercise of rights reserved to the City by the Management Rights Clause of this Agreement.

Section 2. Employees shall retain all civil rights under New Jersey State and Federal Law.

## ARTICLE FIVE

### ASSOCIATION REPRESENTATIVES AND MEMBERS AND DELEGATES' RIGHTS

Section 1. Authorized representatives of the Association, whose names shall be filed in writing with the Director of the Fire Department and/or Fire Chief shall be permitted to visit Fire Headquarters or the Office of the Director of the Fire Department and/or Fire Chief for the purposes of processing grievances. This right shall be exercised reasonably. Upon entering the premises, the authorized representative shall notify the Fire Chief or, in his absence, his authorized representative.

The Association representative shall not interfere with the normal conduct of the work of the Fire Department.

Section 1a. Association representatives desiring an opportunity to discuss union matters shall schedule an appointment with the Business Administrator as

required.

Section 2. The City of Vineland agrees to grant the necessary time off with pay not to exceed twelve (12) hours to the duly elected state delegate or his designated representative and state committee members to attend to regular scheduled monthly meetings or any special meeting of the State organization.

Section 3. Pursuant to N.J.S.A. 40A:14-177, the City of Vineland agrees to grant a leave of absence with pay to the duly authorized representatives of the Firemen's Mutual Benevolent Association to attend any state or national convention of such organization. A certificate of attendance to the State convention shall be submitted by the representatives so attending. Leave of absence shall be for a period inclusive of the duration of the convention with a reasonable time allowed for time to travel to and from the convention.

## ARTICLE SIX

### CHECK-OFF AND AGENCY SHOP

Section 1. If authorized voluntarily and in writing to the proper disbursing officer of the City, an employee subject to this Agreement, who is a member of the Association, may indicate his desire to have deductions made from his compensation for the purpose of paying usual, customary and uniform dues to the Association.

Section 2. A check-off shall commence for each employee who signs a properly dated authorization card, supplied by the Association and approved by the City during the month following the filing of such card with the City.

Section 3. In addition, pursuant to N.J.S.A 3A:13A-5.5, the City agrees to deduct from the salaries of its employees subject to this Agreement, but not members of the Association, a representation fee in lieu of dues for services rendered by the majority representative in an amount equal to 85% of the regular membership dues, fees and assessments paid by the members of the Association, less the cost of benefits financed through the dues and assessments and available to and benefiting only members of the Association. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967 N.J.S.A. (R.S.52:14-15.9(e), as amended. Said moneys, together with records of any corrections, shall be transmitted to the Association Office during the month following the monthly pay period in which deductions were made. Implementation of a payroll deduction for a representation fee for non-union members will commence as soon as practicable after the 60th day of an employee's employment in a position included in the bargaining unit.

Section 4. If during the life of this Agreement there shall be any change in the rate of membership dues, the Union shall furnish to the City one month's written notice prior to the effective date of such change.

Section 5. The Association agrees to furnish the City with a copy of its "demand and return system" which must be established and maintained by the Union in accordance with the law.

Section 6. The Association shall indemnify, defend and save the City harmless against any and all claims, demands, suits or other forms of liability that shall arise out or by reason of any action taken in making deductions and remitting the same to the Union pursuant to this Article.

Section 7. Any written authorization required herein may be withdrawn at any time by the filing of a notice of such withdrawal with the above-mentioned disbursing officer, and deduction authorization cannot again be effected for a period of three (3) months.

Section 8. Union activities are to be conducted on employee's time only unless said matters are scheduled with appropriate City offices, i.e., grievances or if authorized by the Fire Chief.

## ARTICLE SEVEN

### NONDISCRIMINATION AND PERSONNEL RECORDS

Section 1. The provisions of the Agreement shall be applied equally to all employees without discrimination as to age, sex, marital status, race, color, creed, national origin or political affiliation. Both the City and the Association shall bear the responsibility for complying with this provision of the Agreement.

Section 2. All references to employees in this Agreement designate both sexes, and wherever the male gender is used it shall be construed to include male and female employees.

Section 3. The City agrees not to interfere with the rights of employees to become members of the Association. There shall be no discrimination, interference, restraint or coercion by the City or any City representative against any employee because of Association membership or because of any employee activity permissible under the New Jersey Employer-Employee Relations Act of 1968, as amended, or of this Agreement.

Section 4. The Association recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint or coercion.

Section 5. Personnel Records. Each employee shall receive a copy of any reprimand placed in his personnel file and has the right to examine his file at any time convenient to the employee and the custodian of the file.

It is understood that the official City Hall personnel records shall be available to employees and the employees shall have the right to review their own files in accordance with the established procedures of the Department of Administration.

Section 6. The personnel records of employees of the Fire Department shall

be kept in a locked cabinet at all times. The Director of the Fire Department and/or Fire Chief or their designee shall be the be the only personnel to have access to these personnel records.

Section 7. Medical records are covered by the Federal Confidentiality Act and can be released pursuant to City Policy No. 87.

NOTE: With respect to this proposal, the City policy in effect at the time of negotiations is cited for reference only. It is understood that City policy is not negotiable.

Section 8. The Director of Fire, Fire Chief or designee shall forward to the Business Administrator for filing in the respective employee's personnel file, documentation of successful completion of certification requirements as set forth in the State of New Jersey Department of Personnel (Civil Service) job specification for said employee's current classification.

## ARTICLE EIGHT

### NO-STRIKE PLEDGE

Section 1. The Association covenants and agrees that during the term of this Agreement, neither the Association nor any member or person acting in its behalf will cause, authorize or support any strike (e.g., the concerted failure to report for duty, or willful absence of any employees from their positions, or stoppage of work or abstinence in whole or in part from the full, faithful and proper performance of the employee's duties of employment), work stoppage,

slowdown, walkout, or other job action against the City. The Association agrees that such action would constitute a material breach of this Agreement.

Section 2. In the event of a strike, slowdown, walkout or other job action, it is covenanted and agreed that participation in any such activity by an employee covered under the terms of this Agreement shall be deemed grounds for termination of employment of such employee or employees, subject however to the application of the grievance procedure contained in ARTICLE TWENTY-FIVE.

Section 3. The Association will actively discourage and will take whatever affirmative steps are necessary to prevent or terminate any strike, work stoppage, slowdown, walkout, or other job action against the City.

Section 4. Nothing contained in this Agreement shall be construed to limit or restrict the City in its rights to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages or both in the event of such breach by the Association or its members.

## ARTICLE NINE

### WAGES

Section 1. The City agrees to the base wages of employees as follows:

|                | <u>1995</u> | <u>1996</u> | <u>1997</u> |
|----------------|-------------|-------------|-------------|
| <u>Captain</u> |             |             |             |
| 1              | \$51,067.00 | \$53,569.00 | \$56,114.00 |
| 2              | \$51,578.00 | \$54,105.00 | \$56,676.00 |
| 3              | \$52,089.00 | \$54,641.00 | \$57,236.00 |
| 4              | \$52,599.00 | \$55,176.00 | \$57,797.00 |

Grade Multiplier:

0 < 2 years - 0.00%

2 < 7 years - 1.00%

7 < 11 years - 2.00%

11 + years - 3.00%

|                   | <u>1995</u> | <u>1996</u> | <u>1997</u> |
|-------------------|-------------|-------------|-------------|
| David Kupsy       | \$52,089.00 | \$54,641.00 | \$57,797.00 |
| Ronald Martinelli | \$52,089.00 | \$54,641.00 | \$57,797.00 |
| Ugo Trasferini    | \$51,578.00 | \$54,641.00 | \$57,236.00 |
| Edward DeYoung    | \$51,578.00 | \$54,105.00 | \$56,676.00 |

Section 2. Employees voluntarily committing to forfeit holiday pay

biannual payments for the opportunity to convert said payment to base wages,

may do so based on the following condition:

1. Employee must have 22 years of service.
2. The conversion option would be limited to a minimum of 3 years.
3. The conversion would be at the rate of 85% of the specific commitment year's holiday pay rate.
4. This option must be committed in writing to the City administration by December 15 of the year immediately preceding initiation of option.
5. This option once chosen cannot be reverted.
6. It is understood that all other conditions under Article 23 - Holiday Pay are forfeited.

ARTICLE TEN

PAY PERIOD

Section 1. All salary and wages of individual employees shall be paid on a weekly basis and shall be paid to the member on every Friday of the month,



unless that day be a holiday, and then payment is to be made on the day preceding the holiday. Pay will be distributed at company headquarters on/before 7:30 a.m. on Fridays. In the event of an emergency situation, the City will contact the union to advise them of the emergency for the purpose of reaching a solution.

Section 2. Pay receipts for employees shall be itemized as follows:

- (a) base pay;
- (b) holiday pay.
- (c) overtime .

Such payments, hours, and entitlements shall be explained in the deduction code attached to the employee's paycheck. The City will use its best endeavor to provide as much information printed on the paychecks, that the employees desire, within limits and constraints imposed by the computerized payroll accounting system.

## ARTICLE ELEVEN

### PROMOTIONS AND PROMOTIONAL BENEFITS

Employees promoted into or out of this bargaining unit shall be subject to the proration of all earned and eligible benefit time and pay plan benefits up to the effective date of the promotion. From the effective date of the promotion forward, the employee will be governed by the then applicable bargaining unit

contract and shall be subject to the earned and eligible benefit time and pay plan benefits established in accordance with the applicable contract for the balance of the fiscal period on a prorated basis.

## ARTICLE TWELVE

### VACATIONS

Section 1. All employees hereunder shall receive the following annual leave for vacation purposes with pay in and for each calendar year, except as otherwise herein provided: Up to one (1) year of service, one tour of duty plus six (6) hours for each three months of service, said employee must earn a tour of duty before it can be taken; after one (1) year of service and up to the completion of five (5) years of service, seven (7) tours of duty; after five (5) years of service and up to the completion of twelve (12) years of service, nine (9) tours of duty; after twelve (12) years of service and up to the completion of twenty (20) years of service, eleven (11) tours of duty; after twenty (20) years of service, twelve (12) tours of duty. Vacation tours shall be granted on a six (6) hour shift basis.

Section 2. Where in any calendar year the vacation or any part thereof is not granted and taken by reason of pressure of the Fire Department's business as determined and approved by the Director of the Fire Department and/or Fire Chief or their designee, such vacation periods or parts thereof not granted shall accumulate and shall be granted and may be taken during the next

succeeding calendar year only. Tours of vacation may be carried forward but may not exceed two (2) twenty-four (24) hour tours.

Section 3. An employee's rate of vacation pay shall be based on the employee's regular base rate of pay.

Section 4. All vacations shall be granted, so far as practicable, in accordance with the desires of the employees. All vacation schedules must be submitted thirty (30) days before an anticipated vacation. All vacations requested less than thirty (30) days prior will be granted if convenient to the Department. All vacation requests submitted prior to March 31st will be granted on a first come/first serve basis. Vacation days shall be granted on seniority within the Fire Department from January 1 to the last day of February. From March 1 to December 31, vacation requests shall be granted on a first-come first-serve basis. The number of prior vacation requests for the dates will determine if the employee's dates will be granted.

Section 5. Vacation pay will be granted to employees terminating their employment. The number of vacation days to be granted will be the proportional number as accrued during the year of termination. In the event an employee's termination from employment is caused by his death, then in such event, the accrued and unused vacation pay as aforesaid shall be payable to the employee's estate. In the event an employee dies or otherwise terminates employment and has used a greater number of vacation days than have accrued

to his benefit during the year of his death or termination of employment, then in such event, the employee's final pay will be reduced by the overused vacation taken. All vacation accrues in proportion to the number of completed months worked by each employee in any calendar year.

Section 6. An employee who commences employment during the first fifteen (15) days of a month shall be credited with having worked a full month for the purposes of vacation computation. An employee who commences employment on the sixteenth (16) day of the month or thereafter shall not be credited with working said month for the purpose of vacation computation.

The union contract is binding to both the City and the employees of the bargaining unit. The union contract specifies vacation allowance shall be taken in the year it is earned. Employees have the responsibility to schedule and utilize vacation days without continued accrual on the payroll records of the City.

An employee who terminated employment during the first fifteen (15) days of a month shall not be credited with having worked a full month for the purpose of vacation computation. An employee who terminates employment during the sixteenth (16) day of the month or thereafter shall be credited with working said month for the purpose of vacation computation.

## ARTICLE THIRTEEN

### HOLIDAY PAY

Section 1. Each employee shall receive fifteen (15) paid holidays per year. The holiday pay shall be computed at straight time hourly rate of pay by rank, based upon an twelve-hour day. Holiday payments shall be made in the last pay period of June and the first pay period in December of each year. Employees on Leave of Absence Without Pay are not entitled to holiday pay.

Section 2. In the event the Mayor of the City of Vineland declares an unscheduled holiday with pay for all other municipal employees of the City of Vineland, then and in such event the employees covered hereunder shall be entitled to holiday pay for all such unscheduled but declared holidays by the Mayor.

Section 3. Any employee entitled to receive holiday pay may elect to take compensatory time off in lieu of cash payment of his holidays, provided, however, that the employee shall request in writing such compensatory time off from the Fire Chief, or his designee, who, in his discretion, which shall be reasonably exercised, may grant the employees said compensatory time off.

It is the policy of the Fire Department that not more than two (2) captains can be scheduled off at the same time.

Section 4. An employee who commences employment during the first fifteen (15) days of a month shall be credited with having worked a full month for the purposes of holiday pay computation. An employee who commences employment on the sixteenth (16) day of the month or thereafter shall not be credited with working said month for the purpose of holiday pay computation.

Section 5. Holiday pay will be granted to employees terminating their employment. The amount of holiday pay to be granted will be the proportional amount accrued during the year of termination. In the event an employee's termination from employment is caused by his death, the accrued holiday pay as aforesaid shall be payable to the employee's estate. In the event an employee dies or otherwise terminates employment and has used a greater amount of holiday pay than has accrued to his benefit during the year of his death or termination of employment, then in such event, the employee's final pay will be reduced by the overpaid holiday pay. All holiday pay accrues in proportion to the number of completed months worked by each employee in any calendar year.

Section 6. An employee who terminates employment during the first fifteen (15) days of a month shall not be credited with having worked a full month for the purpose of holiday computation. An employee who terminates employment during the sixteenth (16) day of the month or thereafter shall be credited with working said month for the purpose of holiday computation.

Article 7. See Article 9 - Wages for additional information regarding

conversion option.

## ARTICLE FOURTEEN

### EDUCATION AND TRAINING INCENTIVES

Section 1. Advanced training and education achievement are considered an important factor in the professional development of the fire officer.

Achievement in these areas may be considered in the way of special assignments and shall be acknowledged by special salary increments based on the following scale:

Each employee shall be paid an increment of \$12.50 per credit upon completion of an approved accredited fire science course or other college courses which shall be approved by the Business Administrator prior to being taken and which may be taken after the employee has completed an Associate's Program in Fire Science up to a maximum of one hundred twenty (120) credits. The employee must submit a certificate of successful completion before any payment of the credit increment. Education increments shall be incorporated in the employee's salary by the City on or about the 1st of February and the 1st day of July for approved credits earned since the previous incorporation of an earned increment. Approved accredited college credits hereunder are those earned under an accredited Fire Science program or those credits acceptable toward a degree in such a program.

Section 2. The City believes very strongly that training is of benefit to both the employee and the City of Vineland. The City further acknowledges the commitment of both time and effort by the employee. Therefore, the City agrees to provide up to twenty-four (24) hours annually of official time off from work to attend Fire Department related seminars and training courses which are considered relevant and approved by the Fire Chief. This shall not include any mandatory courses required by the City of Vineland or any courses which the employee is required by law to maintain a license in the performance of his/her employment.

The employee may request the use of two (2) twelve (12) hour tours of duty or one (1) twenty-four (24) hour tour of duty off on official time annually to attend any fire related seminar or training course approved by the Fire Chief.

The employee shall submit to the Fire Chief in writing the request for the official time off, forty-five (45) days prior to the start of the seminar or training course. This request shall include the title of the seminar or training course, the seminar or course content and the dates of the seminar or training course. The Fire Chief shall return the request within ten (10) days after receiving it from the employee stating his approval or disapproval for the official time off.

The employee shall provide to the Fire Chief a copy of the training certificate or letter of attendance from the seminar or training course which the employee attended while an official paid leave time to attend said training.



The employee shall be responsible for all costs in attending the requested seminar or training course.

The Fire Chief may deny any requests for official time off when the platoon has insufficient manning. Once request has been approved, it is agreed that it will not be rescinded by the Fire Chief unless there is justifiable cause.

## ARTICLE FIFTEEN

### TRAVEL ALLOWANCES

Section 1. Per Diem Meal and Lodging Expenses. The City agrees to reimburse, on a per diem basis, as established by the rules and regulations of the Business Administrator, consistent with the existing Policy No. 66 entitled "Travel" of the General Policy and Procedure Manual of the City of Vineland, employees who are eligible for travel expenses, for their actual and necessary expenses incurred while in travel status in the performance of their official duties, for hotel lodging, meals and incidental expenses related thereto, for a full day at rates not to exceed a total of \$100.00 per day.

Section 2. Mileage Allowance. The City agrees to provide, subject to rules and regulations of the Business Administrator, maximum mileage allowance rate for the use of personal vehicles for those persons eligible for such allowance in connection with official travel. The maximum mileage allowance rate will be

thirty (\$30) cents per mile, or as otherwise modified or adjusted by the Business Administrator.

## ARTICLE SIXTEEN

### COURT TIME

Section 1. Any employee who is required to appear during the off-duty hours in a municipal, county, grand jury, superior or other court, including New Jersey State Departmental Divisional hearings shall be compensated for such hours at the applicable rate, portal to portal. However, no compensation shall be paid to any employee who must appear as a defendant in a criminal action.

Section 2. It is acknowledged that the provisions of the Fair Labor Standards Act (FLSA) apply to the City. The City reserves the right to establish rules and regulations concerning the monitoring of and compensation for hours worked as Court Time in order to comply with such regulations and to comply with FLSA generally.

Section 3. If a fire officer is requested to appear in court by a third party, he will not receive any payment from the City, and no time payment will be credited under FLSA.

## ARTICLE SEVENTEEN

### SICK LEAVE

Section 1. Service Credit for Sick Leave.

A. All employees shall be entitled to sick leave with pay as specified hereunder.

B. Sick leave for purposes herein is defined to mean absence from work of an employee because of personal illness by reason of which such employee is unable to perform the usual duties of his position, exposure to contagious disease, a short period of emergency attendance upon a member of his immediate family seriously ill and requiring the presence of such employee. For the purpose of these rules, "member of immediate family" is interpreted as meaning employee's spouse, child, legal ward, grandchild, foster child, father, mother, step-father, step-mother, legal guardian, grandfather, grandmother, brother, sister, father-in-law, mother-in-law, and other relatives residing in the employee's household.

C. Whenever an employee in the classified Civil Service is disabled through injury or illness as a result of or arising from his employment as evidenced by a certificate of a City-designated physician or physician acceptable to the City, he shall be granted, in addition to his annual sick leave with pay or any accumulation thereof, leave of absence with pay for a period of three hundred sixty-five (365) calendar days or so much thereof as may be required, as evidenced by certificate of the City designated physician or physician acceptable to the City, but not longer than a period of which worker's compensation temporary disability payments are allowed.

If at the end of such three hundred sixty-five (365) calendar day period the employee is unable to return to duty, a Certificate from the City-designated or accepted physician shall be presented, certifying to this fact, and the employee may elect, if he or she so desires, to use all or any part of the sick leave accumulated to supplement compensation payments so that the combined compensation payments and sick leave allowance will approximate the employee's regular basic wage or salary payment.

During the period in which the full salary or wages of any employee on disability leave is paid by the City of Vineland, any compensation payments made to or received by or on behalf of such employee shall be deducted from the amount carried on the payroll for such employee or shall be assigned to the City of Vineland by the insurance carrier or the employee.

Whenever the City-designated physician or physician acceptable to the City shall report in writing that the employee is fit for duty, such disability leave shall terminate and such employee shall forthwith report for duty.

Furthermore, if an employee, during the period of his disability is fit to perform "other" light duties, the City may, at its discretion allow or require such employee to perform these light duties. The employee's ability to perform such light duties shall be determined by a City-designated or other physician acceptable to the City.

D. Any employee on injury leave resulting from injury while on duty shall

continue to accrue sick leave credits while he remains on the payroll

## Section 2 . Amount of Sick Leave .

A. The minimum sick leave with pay shall accrue to any full time employee on the basis of one (1) tour of duty per three months during the remainder of the first calendar year of employment after initial appointment; and seven and one-half (7-1/2) tours of duty in every calendar year thereafter.

B. Any amount of sick leave allowance not used in any calendar year shall accumulate to the employee's credit from year to year to be used if and when needed for such purpose.

C. Sick Leave may be used by employees who are unable to work because of :

1. Personal illness or injury
2. Exposure to contagious disease
3. Care, for a reasonable period of time, of a seriously ill member of the employee's immediate family.  
"Immediate family" is defined by N.J.A.C. 4A:1-1.3 as employee's spouse, child, legal ward, grandchild, foster child, father, mother, step-father, step-mother, legal guardian, grandfather, grandmother, brother, sister, father-in-law, mother-in-law, and other relatives residing in the employee's household .
4. Death in the employee's immediate family for a reasonable period of time.

D. If the employee terminates his employment with the City, sick leave shall be pro-rated at the rate of one (1) tour of duty for every three (3) months of service worked during the calendar year of termination.

## Section 3 . Reporting of Absence on Sick Leave .

A. If an employee is absent for reasons that entitle him to sick leave, the

Fire Chief or his designee shall be notified prior to the employee's starting time.

(1) Failure to so notify the Fire Chief or his designee may be cause of denial of the use of sick leave for that absence and constitute cause for disciplinary action.

(2) Absence without notice for two (2) consecutive tours of duty shall constitute a resignation not in good standing.

#### Section 4. Verification of Sick Leave.

A. An employee who shall be absent on sick leave for two (2) or more consecutive tours of duty or totaling more than three (3) tours of duty in one calendar year, may be required to submit acceptable medical evidence substantiating the illness from a physician acceptable to the City.

Furthermore, the City may require such employee to be examined by a City-designated physician at the expense of the City.

B. In case of a leave of absence due to exposure to contagious disease, a Certificate from a city designated physician or physician acceptable to the City shall be required.

C. The City may require an employee who has been absent because of personal illness, as a condition of his return to work, to be examined, at the expense of the City, by a physician designated by the City. Such examination shall establish whether the employee is capable of performing his normal duties and that his return will not jeopardize the health of other employees.

Section 5. The City will pay upon the death of an active employee an amount equal to fifty (50) percent of all accrued and unused sick leave pay up to a maximum of \$15,000.00 to the employee's beneficiary or estate.

Section 6. Payment shall be made promptly, if funds are available, but not later than one month after the final adoption of the budget of the City of Vineland for the year succeeding the effective date of death of employee.

Section 7. Any on-duty employee not using any sick leave in a given calendar year shall be paid for one (1) tour of duty and said tour shall be deducted from said employee's total number of sick days.

## ARTICLE EIGHTEEN

### FUNERAL LEAVE

Employees shall be granted special leave with pay for up to a maximum of two (2) tours of duty in the event of the death of the employee's spouse, son, daughter, mother, father, step-mother, step-father and step-child.  
Funeral leave shall commence upon notification of death.

Employees shall be granted leave with pay for up to a maximum of one (1) tour of duty in the event of the death of the employee's grandfather, grandmother, sister, brother, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandchildren, grandparents of the spouse and step family members. Funeral leave shall commence upon notification of death and shall terminate the day following internment. In the

event funeral services for the deceased hereunder are held at a distance greater than a 350-mile radius from the City of Vineland, then such funeral leave shall be for a maximum of two (2) tours of duty.

In the event that the firefighter is on a shift and is notified of a death in his immediate family, he will be excused the remainder of his tour of duty.

Request for any and all funeral leave shall be subject to the approval of the Director of the Fire Department and/or Fire Chief; such approval shall not be unreasonably denied.

To be eligible for use of any funeral leave days, the employee must attend the funeral services.

## ARTICLE NINETEEN

### PERSONAL LEAVE TOUR OF DUTY

Section 1. The City grants two (2) Personal Leave Tours of Duty to each employee. Said personal leave tour of duty shall be granted by the City upon three (3) calendar days prior written request of the employee, which request shall be in a form directed to the Director of the Fire Department and/or Fire Chief or their designee. Such request shall be granted, at the discretion of the Director and/or Fire Chief or his designee so long as his employee's absence can be permitted without interference with the proper conduct of the Department. The Personal Leave Tour of Duty shall not accumulate. In the event of special



extraordinary circumstances, the Director of the Fire Department and/or Fire Chief or their designee, may waive the three (3) calendar day notice provision of this Article. Personal Leave may be taken in six (6), twelve (12), or twenty-four (24) hour increments.

Section 2. Personal tour leave for new employees will be administered in the following manner: (1) Anyone on the payroll between January 1 and April 30 will earn 16 hours; (2) Continued employment May 1 through August 31, an additional 16 hours; (3) September 1 through December 31, an additional 16 hours. For a new employee to be eligible for a sixteen hour period in a quarter, said employee must be employed for at least one (1) calendar month. Notwithstanding the above, any personal day allowed but not earned under the four month criteria will be deducted from the employee's final pay check.

## ARTICLE TWENTY

### LEAVE OF ABSENCE AND MILITARY LEAVE

#### Section 1. Leave of Absence.

Any employee desiring leave without pay for personal reasons shall make a request in writing to the Director of the Fire Department and or Fire Chief not less than two (2) weeks in advance of the date for which such leave is desired, stating the reasons for the leave and the time requested. Leaves may be granted or denied at the discretion of the City.

Employees may not be gainfully employed during the period of such leave. Falsification of the reason for leave or failure to return promptly at the expiration of a leave shall be considered reason for summary discharge. Leaves shall be granted or denied in writing.

Section 2.. Military Leave.

Leave shall be granted to employees to fulfill the special military requirements of regular annual active duty for training with any Reserve Unit of the Army, Navy, Marine Corps, Coast Guard, National Guard or Air Force. The employee shall be paid his regular pay during the period of this military training.

Section 3. The existing Federal and State statutes with regard to leave for military service in their present state or as they may be amended will be observed by the parties hereto. The benefits under these applicable statutes shall be provided for any employee in this bargaining unit.

Section 4. Pursuant to the Family Leave Act of 1993 (FMLA) which went into effect on August 5, 1993 and for employees covered by a current collective bargaining agreement (February 5, 1994) employees who have worked at least 1,250 hours during the preceding twelve (12) months are eligible to receive an unpaid leave of absence for a period not to exceed twelve (12) weeks in any 12 month period. Leave may be taken only for the following reasons:

1. Employee's own serious health condition.
2. The birth or adoption of a child.

3. The serious health condition of a family member.  
(i.e., child, parent or spouse).

Eligible employees must provide prior notice to the Department Head if requesting a leave of absence under this Act. Management has a right to request that an employee provide a certification issued by a licensed health care provider in order to verify necessity of leave.

## ARTICLE TWENTY-ONE

### OVERTIME

Section 1. The overtime rate of pay is defined as one and one-half times the regular rate of pay.

When men are called in for a specific duty assignment from an off-duty day or from between work shifts or when required to work after the end of a regularly scheduled shift, the overtime rate of pay shall be applied to said hours.

No overtime shall be worked unless said overtime has been specifically authorized by the Fire Chief or his designee prior to its being worked.

All full time employees of the City of Vineland must consider the City as their primary employer. As such, they must be available and able to perform all of the duties of their position as required by the City of Vineland.

Section 2. Employees, when called in for a specific duty assignment from an off-duty day or from between work shifts, shall be entitled to be paid a minimum of three (3) hours at the overtime rate of pay.

Section 3. When an employee is scheduled to work pre-arranged overtime on their scheduled day off, the employee will receive a minimum of two (2) hours pay at the applicable rate.

Section 4. Overtime shall be paid in cash or compensatory time at the election of the employee within the limits allowed by the Fair Labor Standards Act as to cumulative compensatory time. Compensatory Time shall be granted in accordance with the written request of an employee to the Director and/or Chief so long as the employee's absence can be permitted without interference with the proper conduct of the Department.

Compensatory time shall be utilized within the calendar year earned and can only be carried over to the next succeeding year with the approval of the Director and the Business Administrator.

## ARTICLE TWENTY-TWO

### ACTING ASSIGNMENTS

In the event a superior officer is assigned to act in a position of next higher rank, he shall be paid at that position's lowest rate of the salary ordinance in effect or an additional 5% of his existing rate, whichever is higher, hour for hour for the total time in that position.

## ARTICLE TWENTY-THREE

### RETIREMENT

Section 1. Employees retiring either on the regular pension or disability shall be paid for all accumulated holidays, vacation, personal days and accumulated compensatory time.

Section 2. In case of death of an employee covered hereunder, there shall be paid to his widow, beneficiary or estate, the amount or amounts due for any and all unused vacation, holiday leave, personal days, compensatory time coming and pay period due.

Section 3. At retirement, the City agrees to pay each employee an amount equal to 50% of all accrued sick leave pay up to a maximum amount of \$15,000.

Section 4. This supplemental compensation payment to be paid hereunder shall be computed at the rate of one-half (1/2) accumulated unused sick days times the eligible employee's daily rate of pay which is based upon the

average annual base compensation received during the last year of his employment, prior to the effective date of his retirement; provided however, that no such lump sum supplemental compensation payment shall exceed \$15,000.

Section 5. Payment shall be made promptly, if funds are available, but no later than one (1) month after the final adoption of the budget of the City of Vineland for the year succeeding the effective date of retirement of the employee.

## ARTICLE TWENTY-FOUR

### HEALTH BENEFITS

Section 1. The City agrees to provide each employee with health insurance coverage equal to that provided in the "New Jersey State Health Benefits Program." This coverage shall be fully paid by the City for all employees and their families.

Section 2. The City also agrees to provide a Prescription Coverage Plan for all employees and their families as follows:

1. \$5.00 co-pay for all name brand prescriptions
2. \$3.00 co-pay for all generic brand prescriptions
3. \$0.00 co-pay for all mail order prescriptions

Section 3. The City also agrees to provide a customary fee 50/50 New Jersey Dental Plan for all employees and their families.

(a) As options to coverage provided in Section 3, the City also provides group Dental Plans: Delta-Flagship Health Systems, Inc. and OraCare Dental Plan.

Section 4. Upon an employee's retirement (after he has had 25 years of service in the Fire Department of the City of Vineland) he shall be entitled to receive all of the then Basic Prescription Coverage Plan as described in Section 2 above, provided by the City of Vineland at the expense of the City of Vineland for the shorter of the following periods:

- (a) When said retired employee obtains employment having comparable Basic Prescription Coverage as described in Section 2. (Once the job is obtained, the benefits terminate even if the employment terminates within five years.)
- (b) When the retired employee becomes eligible for a federal or state subsidized prescription/pharmaceutical program.

Section 5. The City agrees to pay the cost of all above health benefit coverages for the term of this agreement.

Section 6. Employees on approved Leave of Absence, pursuant to regulations of the State Health Benefit Program, are responsible for payment of said health benefits in accordance with the applicable regulations.

## ARTICLE TWENTY-FIVE

### GRIEVANCES

Should any grievances arise with respect to the meaning, application or interpretation of the Rules and Regulations of the Fire

Department, such grievance shall follow the grievance procedure below through the third step. Such noncontractual grievances will not proceed to Step 4.

Should any grievances arise with respect to the meaning, application or interpretation of the terms of this Agreement, such grievances shall be submitted to the following procedure:

Step 1 : The employee shall submit his grievance in writing within four (4) calendar days after the occurrence of the grievance, in duplicate, to the Association Representative, who in turn shall forthwith file one (1) one copy with the Fire Chief, and said Association Representative shall forthwith attempt to settle the matter of the grievance with said Fire Chief. Failure to file his grievance in writing as aforesaid shall bar the employee from any right to proceed further with any grievance.

If the grievance is filed in writing as hereinabove provided, and the matter taken up between the Association Representative and the Fire Chief fails to produce amicable settlement of the matter, the grievance shall then proceed to Step 2.

Step 2: If no adjustment has been reached at Step 1, then within five (5) days after Step 1, the Association Representative shall take the matter up with



the Director of Fire and every effort shall be made to reach a mutually satisfactory solution.

Step 3: If no solution can be reached, the Association Representative shall refer the matter to the Association President within five (5) days immediately following the disposition of the grievance to Step 3, who shall take the matter up with the Business Administrator in an endeavor to adjust it amicably.

Step 4: If no solution can be reached, the Association Representative shall refer the matter to the Association President within five (5) days immediately following the disposition of the grievance to Step 4, the grievance will then proceed to arbitration.

Either party wishing to remove a grievance to arbitration shall notify the Public Employment Relations Commission that they are moving a grievance to arbitration and request that a list of arbitrators be furnished to the Association and the City. If the City and the Association cannot mutually arrive at a satisfactory arbitrator within thirty (30) working days after receipt of the list from the Public Employment Relations Commission, the Commission shall select an arbitrator. The arbitrator shall hear the matter on the evidence and within the meaning of this Agreement and such rules and regulations as may be in effect by the Civil Service Commission of the State of New Jersey which might be pertinent, and render his award in writing, which shall be final and

binding. The cost of the arbitrator's fee shall be shared equally by the City and the Association. Any representative or officer of the Association required in the grievance procedure to settle disputes on any arbitration shall be released from work without loss of pay for such purpose and any witness reasonably required shall be made available during working hours without loss of pay for the purpose of disposing of any grievance or arbitration matter.

Only the City or the Association may remove and present a grievance to arbitration.

The City and the Union agreed to add the following section to the contract with the understanding that it shall apply unless there is contradictory State Law enacted.

It is specifically understood and agreed that arbitration shall not be obtainable as a matter of right if the grievance:

- (a) involves the existence of alleged violation of any agreement other than the present agreement between the parties;
- (b) would require an arbitrator to rule on, consider or change the appropriate hourly, salary or incentive rate set forth in Exhibit "A", by which an employee shall be paid, or the method by which his pay shall be determined;
- (c) would require an arbitrator to consider, rule on, or decide any of the following:
  - (i) the elements of a job assignment;
  - (ii) the level, title or other designation of an employee's job classification;

- (iii) the right of management to assign or reassign work;
- (iv) pertains in any way to the establishment or administration of insurance, pension, savings or other benefit plans in which employees are eligible to participate;
- (v) the right of management to determine and assign shift hours, except as limited by this agreement
- (vi) involves discipline or discharge of employees;
- (vii) involves violations of State laws and regulations.

#### ARTICLE TWENTY-SIX

##### EXTRACONTRACTUAL AGREEMENTS

The City agrees not to enter into any other agreement or contract with its employees covered by this Agreement, individually or collectively, which in any way would conflict with the terms and conditions set forth in this Agreement.

#### ARTICLE TWENTY-SEVEN

##### SEVERABILITY

In the event that any provision of this Agreement between the parties shall be held by operation of law or by a court or administrative agency of competent and final jurisdiction to be invalid or unenforceable, the remainder of the provisions of such agreement shall not be affected thereby, but shall be continued in full force and effect.

It is further agreed that in the event any provision is finally declared to be invalid or unenforceable, the parties shall meet within thirty (30) days of written notice by either party to the other to negotiate concerning the modification or revisions of such clause or clauses.

## ARTICLE TWENTY-EIGHT

### UNIFORM MAINTENANCE ALLOWANCE

Section 1. The City agrees to pay to each uniformed employee the sum of \$500.00 per annum as a Uniform Maintenance Allowance. Because of the revision by the Federal Internal Revenue Service, the City in cooperation with the Union and employees has arranged for payment of an annual payment of \$500.00 to be paid by payroll check. The City agrees to pay once annually said allowance in the first payroll period of the month of December to all uniformed personnel covered by this contract and on the payroll as of said date.

In the event an employee terminates employment with the City, the uniform allowance payment will be the proportional amount accrued during the year of termination. Employees agree to maintain the uniforms in good and clean condition.

Section 2. The 1988 Federal Family Support Act requires employers to withhold income tax and Social Security on employee business expense reimbursement for which employees must adequately account to their employers effective January 1, 1989. The City had a waiver for

1989 reporting. However, this law affects all allowances as of January 1, 1990.

Section 3. Uniform Maintenance Allowance shall not apply to turn-out gear and safety equipment

## ARTICLE TWENTY-NINE

### UNIFORM ALLOWANCE

Effective January 1, 1996, the City agrees to replace work uniforms once annually, on an as needed basis. Work uniforms shall be replaced by returning to the City the old work uniforms, since the Code has limitations with respect to cleaning and condition. Collecting the uniforms will preclude use of obsolete uniforms. (Annually refers to an approximate date on or about April 1).

The City shall reimburse firefighters within the department a flat fee of \$50.00 per person per year upon submission by the employee of a paid receipt for safety toe shoes meeting the requirements and specifications in American National Standard for Personnel Protection Protective Footwear (ANSI Z41-1983).

It is agreed that the Fire Department shall supply employees with prescription or non-prescription safety glasses as required. They shall be worn in accordance with safety manual stipulations and will not replace goggles where required. Employees wearing prescription glasses shall verify that their prescription lenses are of the safety type. Details of the prescription safety glass

program are available. Safety glasses shall be provided as the prescription reads for lenses only.

The City will provide one (1) Class-A Uniform to each employee every five (5) years or as required.

Note: The first uniform will be supplied during the fiscal year 1995.

### ARTICLE THIRTY

#### SAFETY

A Safety Committee composed of three (3) representatives from management and three (3) representatives from labor shall meet at least quarterly each year. The purpose of said committee shall be for reviewing safety conditions and making recommendations for their improvement.

The City shall endeavor to provide conditions of work which are both safe and healthy in conformity with all federal, state and local laws.

Failure by employees to abide by safety regulations will result in disciplinary action.

### ARTICLE THIRTY-ONE

#### K-9 OFFICERS

The City agrees to pay employees assigned K-9 duty for the officer's personal care of the dog and the facilities in which the dog resides at a rate of

\$5.05 per hour. It is agreed that such "Canine Care Hours" shall be reported weekly in writing and attested to by said officers to the Chief of the Fire Department or his designee. It is further understood that costs for food, veterinarian care, materials and boarding away from the officer's residence when necessary shall be paid by the City.

It is further understood and agreed that "Canine Care Hours" shall be limited to those hours reasonable and necessary for the feeding, grooming, and medical care of the canine and for the maintenance of the facility in which the canine resides and that said hours shall be paid at the straight rate and shall be "7k" exemption hours. It is further agreed that where possible, the medical care of the canine will be scheduled during regular shift time.

## ARTICLE THIRTY-TWO

### FAIR LABOR STANDARDS ACT (FLSA)

It is acknowledged that the City was required on April 15, 1986 to comply with the provisions of the Fair Labor Standards Act and the regulations promulgated thereunder as they relate to officers covered by this agreement. The City has taken certain actions and reserves the right to take such other appropriate action or actions to ensure such compliance including but not limited to:

1. Election of the "7K" exemption for firefighters, one hundred fifty nine (159) hours in a twenty-one (21) day work cycle, for purposes of calculating overtime compensation payment requirements of the "Act."

2. Determination of "hours worked" in conformance with definitions of such hours as specified in the "Act". More specifically, "hours worked" as defined in the "Act" do not include meal time, vacation time, holiday time, personal time, and any other time not engaged in the "performance of Fire Department duties."
3. Establishing procedures to monitor and control hours worked and overtime;
4. The crediting of any payments made pursuant to this Agreement allowed by the "Act" against any overtime obligation incurred under the "Act";
5. Establishing such rules and regulations as may be necessary to ensure compliance with the provisions of the "Act".

### ARTICLE THIRTY-THREE

#### LOYALTY-EFFICIENCY-NO DISCRIMINATION

Employees of the City of Vineland agree that they will perform loyal and efficient work and service; that they will use their influence and best endeavors to protect the property of the City and its interests; that they will cooperate with the City in promoting and advancing the welfare and property of same at all times.

### ARTICLE THIRTY-FOUR

#### TERM OF AGREEMENT

This agreement shall be effective as of January 1, 1995 and the terms and provisions of this agreement shall continue in full force and effect until December 31, 1997.



IN WITNESS WHEREOF, the parties hereto have caused this  
Agreement to be signed by their respective officers the day and year  
first above written.

CITY OF VINELAND

FIREMEN'S MUTUAL BENEVOLENT  
ASSOCIATION LOCAL 249


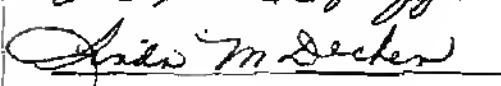
By: 

MAYOR

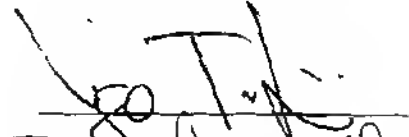


  
PRESIDENT

  
CITY CLERK

NEGOTIATING COMMITTEE:

NEGOTIATING COMMITTEE:



#633



City of

# Vineland

New Jersey

**LINDA M. DECHEN**  
*Business Administrator*

640 F. WOOD STREET • P.O. Box 1508  
VINELAND, NEW JERSEY 08360-1508

January 26, 1996

Telephone: (609) 791-3144  
FAX: (609) 791-4026

Public Sector Librarian  
School of Management and Labor Relations  
Library  
Rutgers, The State University  
Ryders Lane and Clifton Avenue  
New Brunswick, New Jersey 08903

Dear Sir or Madam:

The City Council of the City of Vineland on September 26, 1995 adopted Resolution No. 95-844, entitled "A RESOLUTION APPROVING AGREEMENT BETWEEN THE CITY OF VINELAND AND THE VINELAND SUPERIOR OFFICERS ASSOCIATION, FOR THE PERIOD JANUARY 1, 1995 THROUGH DECEMBER 31, 1997."

In accordance with Section 8.2 of the New Jersey Employer-Employee relations Act, as amended, N.J.S.A. 34:13A-8.2, and instructions received from the New Jersey Public Employment Relations Commission, we are filing with you a copy of the executed agreement between the City of Vineland and the Vineland Superior Officers Association for the calendar years, 1995, 1996, and 1997, as approved by Resolution No. 95-844.

Should you have any questions concerning this matter, please contact this office.

Sincerely,

**Linda M. Dechen**  
Business Administrator

LD/rb  
Encls.



Special arrangements for persons with disabilities may be made if requested in advance by contacting the Business Administrator's Office at 609-791-4149.

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RESOLUTION NO. 95-844

A RESOLUTION APPROVING AGREEMENT NO. 3  
BETWEEN THE CITY OF VINELAND AND THE  
FIREMEN'S MUTUAL BENEVOLENT ASSOCIATION,  
NO. 249, FOR THE PERIOD JANUARY 1, 1995  
THROUGH DECEMBER 31, 1997.

WHEREAS, the City of Vineland recognizes the Firemen's Mutual Benevolent Association, No. 249, as the sole and exclusive representative of certain employees of the Fire Department of the City of Vineland, for the purpose of collective bargaining negotiations concerning wages, salaries and other terms and conditions of employment; and

WHEREAS, the represented employees are those employees in the following titles pursuant to the Certification Docket No. RO-90-166 by the State of New Jersey, Public Employment Relations Commission dated August 22, 1990, as authorized by the New Jersey Employer-Employee Relations Act of 1968, as amended, as follows:

All paid fire officers employed by the City of Vineland, but excluding all non-supervisory firefighters, managerial executive, confidential employees, police employees, professional employees and craft employees employed by the City of Vineland;

and

WHEREAS, such collective bargaining negotiations have been undertaken; and

WHEREAS, said negotiations have been completed and agreement has been reached between the City of Vineland and the Firemen's Mutual Benevolent Association, No. 249; and

WHEREAS, said proposal has been ratified by the Firemen's Mutual Benevolent Association, Local 249, on November 29, 1995.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Vineland that said agreement, attached hereto and made a part hereof, be and the same is approved by the City of Vineland, with its

effective date being January 1, 1995 and the execution thereof for and on behalf of the City of Vineland be and is hereby authorized and directed; and

BE IT FURTHER RESOLVED that the City of Vineland shall undertake to enact any such ordinance, rule or regulation which may be required in order to fully carry out the terms and conditions of the agreement herein approved.

Adopted: December 12, 1995

*Mark Lusko*

President of Council mr

ATTEST:

*Robert Bonato*

Deputy City Clerk rb

C E R T I F I C A T I O N

I, Robert Bonato, Deputy City Clerk of the City of Vineland, Cumberland County, New Jersey, do hereby certify that the foregoing Resolution is a true and correct copy of a Resolution adopted by the Council of the City of Vineland at a meeting held on December 12, 1995 at the City Hall, Vineland, New Jersey.

( S E A L )

Robert Bonato  
Deputy City Clerk